

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CINCINNATI INSURANCE CO.,	:	CIVIL ACTION
Plaintiff,	:	
	:	
v.	:	
	:	
DEVON INTERNATIONAL, INC., et al.,	:	NO. 11-5930
Defendants.	:	

ORDER

AND NOW, this 15th day of February, 2013, upon consideration of the briefing pertaining to the parties' cross-motions for summary judgment (Docket Nos. 21, 25), as well as the presentations of the parties at oral argument, it is hereby ORDERED that:

1. The Defendants' Motion for Summary Judgment (Docket No. 25) is DENIED, and the Plaintiff's Motion for Summary Judgment (Docket No. 21) is GRANTED.
2. The Court finds that all claims asserted and suits filed against Devon International, Inc., Devon International Group, Inc., and Devon International Industries, Inc., formerly known as Devon International Trading, Inc. (collectively, "Devon") relating to injuries or damages allegedly caused by the emission of sulfur or sulfide gases from Chinese drywall imported by Devon International Trading, Inc. arise out of a single "occurrence" as that term is defined by Policy No. 365 83 38 ("the Policy") issued by Cincinnati Insurance Company ("Cincinnati").
3. An "occurrence" did not take place under the Policy during the policy period from November 20, 2009, to November 20, 2010, with regard to injuries or damages allegedly caused by the emission of sulfur or sulfide gases from Chinese drywall

- imported by Devon International Trading, Inc. The occurrence took place during the first policy period, between November 20, 2008 and November 19, 2009.
4. The Defendants' Motion to Stay (Docket No. 29) is resolved as WITHDRAWN.
 5. Cincinnati has no obligation to defend or indemnify Devon under the Policy for the policy period from November 20, 2009, to November 20, 2010 based on claims or suits arising out of the emission of sulfur or sulfide gases from Chinese drywall imported by Devon International Trading, Inc.
 6. No coverage exists under the Policy for the policy period from November 20, 2009 to November 20, 2010, for claims arising out of the emission of sulfur or sulfide gases from drywall imported by Devon International Trading, Inc. from China.
 7. Pursuant to Paragraph 7 of the Parties' Joint Stipulation of Facts (Docket No. 20), no coverage exists for Devon under Policy No. 365 83 44 issued to Devon IT, Inc. by Cincinnati for claims or suits arising out of Chinese drywall imported by Devon International Trading, Inc.
 8. Judgment is entered for Cincinnati and against Devon.
 9. The Clerk of the Court shall mark this case as CLOSED for all purposes, including statistics.

BY THE COURT:

S/Gene E.K. Pratter
GENE E.K. PRATTER
United States District Judge